

This page is a reference page used to track documents internally for the Division of Oil, Gas and Mining

Mine Permit Number 5/035/0028 Mine Name Donna Gibson Mine
Operator JR#RExcavation Date Sent Sept 1 2010
TO John P Stoddard FROM _____

☐ CONFIDENTIAL ☒ BOND CLOSURE ☐ LARGE MAPS ☐ EXPANDABLE
☐ MULTIPUL DOCUMENT TRACKING SHEET ☐ NEW APPROVED NOI
☐ AMENDMENT ☐ OTHER _____

Description

YEAR-Record Number

☐ NOI ☐ Incoming ☒ Outgoing ☐ Internal ☐ Superceded
Notice of file Closure letter and Check

☐ NOI ☐ Incoming ☐ Outgoing ☐ Internal ☐ Superceded

☐ NOI ☐ Incoming ☐ Outgoing ☐ Internal ☐ Superceded

☐ NOI ☐ Incoming ☐ Outgoing ☐ Internal ☐ Superceded

☐ TEXT/ 81/2 X 11 MAP PAGES ☐ 11 X 17 MAPS ☐ LARGE MAP

COMMENTS: _____

CC: _____



JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil Gas and Mining

JOHN R. BAZA
Division Director

Addendum #1 to Large Mine Reclamation Contract

October 24, 2007

JP&R Excavating Inc., Donna Gibson Mine, S/035/028

Jared Stoddard
JP&R Excavating
9222 N. Deerfield Cr.
Eagle Mountain, UT 84043

This letter serves as an acknowledgment and approval of the following provisions to the new Reclamation Contract:

- **Effective Date of the new Reclamation Contract is March 13, 2006;**

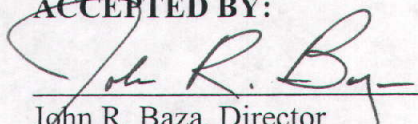
Nothing herein contained shall vary, alter, or extend any other provision or condition of the Reclamation Contract.

To the extent any conflict exists between this addendum and the Reclamation Contract, these terms shall control.

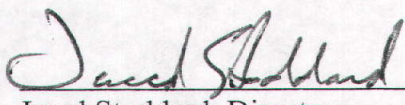
Please acknowledge with your signature and date, make a copy for your records, and return this letter with original signatures to the Division.

The below signed, acknowledge and accept these revisions and incorporate them into the Large Mine Reclamation Contract.

ACCEPTED BY:


John R. Baza, Director
Division of Oil, Gas and Mining

11/7/07
Date


Jared Stoddard, Director
JP&R Excavating

10/24/07
Date



STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

---ooOoo---

SMALL MINE RECLAMATION CONTRACT

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between **JP & R Excavating, Inc.** the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. **S/035/028** which the Operator has filed with the Division and has been determined by the Division to be complete (Complete NOI) as required by the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the lands affected by the mining operations in accordance with the Act and the regulations, and is obligated to provide a surety in a form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the requirements of the Act and applicable regulations, as they may be amended, all of the lands affected by the mining operations conducted or to be conducted pursuant to a Complete Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:
 - A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and

 APPROVED

workings; refuse banks or spoil piles; evaporation or settling ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and

- B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the Complete NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with a complete notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the Complete NOI.
- 3. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI which are intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
 - 4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
 - 5. If the Surety expressly provides for cancellation or termination for non-renewal:
 - A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or
 - B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or any other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety

for the purpose of fully satisfying all of the reclamation obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act and regulations, as amended. If the mining operations are modified or for any other reason vary from those described in the Complete Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the Complete Notice of Intention in accordance with the requirements of the Act and regulations, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the applicable rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.
10. Operator agrees to indemnify and hold harmless the State, Board, and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.

12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

The signatory below represents that the Operator, if not a natural person, is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah, and that he/she is authorized to execute this Contract on behalf of the entity as Operator.

OPERATOR:

JPER Excavating
Operator Name

By Jared Stoddard
Authorized Officer (Typed or Printed)

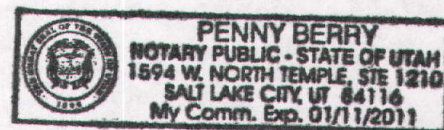
Director
Authorized Officer - Position

Jared Stoddard 10/24/07
Officer's Signature Date

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 24 day of October, 2007, Jared Stoddard personally appeared before me, who being by me duly sworn did say that he/she is an Director (owner, officer, director, partner, agent or other (specify)) of the Operator JPER Excavating and duly acknowledged that said instrument was signed on behalf of said Operator by authority of its bylaws, a resolution of its board of directors or as may otherwise be required to execute the same with full authority and to be bound hereby.

Penny Berry
Notary Public
Residing at Salt Lake
1/11/2011
My Commission Expires:



☒ APPROVED

DIVISION OF OIL, GAS AND MINING:

By John R. Baza
John R. Baza, Director

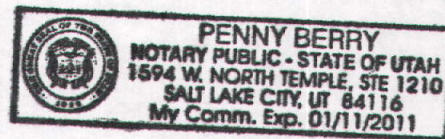
11/7/07
Date

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 7 day of November, 2007, John R. Baza
personally appeared before me, who being duly sworn did say that he, the said
John R. Baza is the Director of the Division of Oil, Gas and Mining,
Department of Natural Resources, State of Utah, and he duly acknowledged to me that
he executed the foregoing document by authority of law on behalf of the State of Utah.

Penny Berry
Notary Public
Residing at: Salt Lake

1/11/2011
My Commission Expires:



FACT SHEET

Commodity: Landscape Rock

Mine Name: Donna Gibson Property

Permit Number: S/035/028

County: Salt Lake

Disturbed Acres: 3 (three)

Operator Name: JP & R Excavating, Inc.

Operator address: PO BOX 108 LEHI UT 84043

Operator telephone: (801) 404-0140

Operator fax: (801) 766-2406

Operator email: rocks@stoddardbrothers.com

Contact: Jared Stoddard

Surety Type: Cash

Held by (Bank/BLM): Bank of American Fork

Surety Amount: \$5,000

Surety Account Number: n/a

Escalation Year: _____

Tax ID or Social Security (for cash only): _____

Surface owner: FEE

Mineral owner: FEE

UTU and/or ML number: n/a



GARY R. HERBERT
Governor

GREGORY S. BELL
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

July 13, 2010

Ann Pedroza
State of Utah, Office of State Treasurer
E315 State Capitol Complex
Post Office Box 142315
Salt Lake City, Utah 84114-2315

Subject: Authorization for Release of Cash Deposit Held by Utah State Treasurer, JP&R Excavation and Topsoil, Inc. Donna Gibson Mine, S/035/0028, Salt Lake County, Utah

Dear Ms. Pedroza:

The Utah State Treasurer is presently holding funds for the benefit of the State of Utah, Division of Oil, Gas and Mining as a form of reclamation surety for the following project:

Permit ID	Mine Name	BOND AMOUNT			OPERATOR Check payable to	Account Number
		Total Amount Held	Release Amount Requested	Amount to be Retained		
S/035/0028	Donna Gibson	\$2,000	\$2,000	\$0 for this project	John P. Stoddard	

Please note that the total amount to be released does not include interest accrued in this account. The total amount to be retained in the account is \$0.00 for this project (S/035/0028) and \$11,000.00 (plus interest) for another project (S/039/0023).

Please make the check payable to the operator, JP & R Excavating and Topsoil, and remit the funds to the Division, attention: Minerals Regulatory Program—Bond Coordinator.

If you have any questions or require further discussion regarding this letter, please contact Penny Berry, bond coordinator, at 801-538-5291, or by e mail at bondcoordinator@utah.gov.

Sincerely,

Dana Dean, P.E.
Associate Director

DD:lah:pb

Cc: JP&R – Excavation and Topsoil – Jared Stoddard, Herriman City – jedwards@herriman.org
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GARY R. HERBERT
Governor

GREGORY S. BELL
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

July 13, 2010

TO: The Files

THRU: Paul B. Baker

FROM: Leslie Heppler

SUBJECT: Full Bond Release of mine site, Donna Gibson Mine, JB&R Excavating, S/035/0028, Salt Lake County, Utah

As per requested, by Paul Baker this memorandum is to document establishment of vegetation on the Donna Gibson Mine site. Justun Edwards of Herriman City sent via email photographic documentation of the vegetative growth at the Donna Gibson Mine site on June 12, 2010. There is several species growing and include the following:

Sunflowers – beneficial, and recommended in the past by DOGM, dominates the site
Grasses – beneficial, exact species is unknown at this time, but recommended by DOGM
Russian Thistle – weed, but will die out after the grasses establish
Cheatgrass – weed, common in the natural habitat of the area.

See attached photograph. It is the recommendation to release the remaining bond amount of \$2,000.00 that was withheld until the vegetation was established.



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GARY R. HERBERT
Governor

GREGORY S. BELL
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

July 7, 2010

Certified Return Receipt
7099 3400 0016 8894 6345

John P. Stoddard
JP&R Excavation and Topsoil, Inc.
9222 North Deerfield Circle
Eagle Mountain, Utah 84043

Subject: Surety Release Check Enclosed, JP&R Excavation and Topsoil, Inc. Donna Gibson Mine, S/035/0028, Salt Lake County, Utah

Dear Mr. Stoddard:

Please find enclosed with this letter a check in the amount of \$3,000. This check is for a *partial* release of the surety for the Donna Gibson small mine project. The Division has found the regrading reclamation to be adequate. The remaining surety, \$2,000, will be returned when the revegetation standard is met.

Thank you for your cooperation in completing this reclamation work.

Sincerely,

Paul B. Baker
Minerals Program Manager

PBB:lah:pb

Enclosure: Surety refund check

P:\GROUPS\MINERALS\WP\M035-SaltLake\S0350028-DonnaGibson\final\cover-07062010.doc

80350028

110009284

Account Number: 8911931
Account Name: UST-OGM-JP & R Excavating & Topsoil Inc.
Tran #: 16575185
Admin Name: Raylyn Daniel - UST 801-844-8523
Date: 06/17/2010

This check constitutes payment of the following:

Escrow Disbursements
partial release of acct #

Paid For:

Amount: **\$3,000.00**

110009284

Payee:

JP&R Excavation & Topsoil Inc.
C/O Utah State Treasurer
350 N State Street Ste 180
PO Box 142315
Salt Lake City UT 84114-2315

HARLAND CLARKE M17873 09624493

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

OFFICIAL CHECK

110009284

Zions First National Bank
Salt Lake City, Utah
801-844-7089

UST-OGM-JP & R Excavating & Topsoil Inc.

Trust Account 8911931

6/17/2010

\$3,000.00*

Three Thousand Dollars & 00/100

Pay to the Order Of:

JP&R Excavation & Topsoil Inc.
C/O Utah State Treasurer
350 N State Street Ste 180
PO Box 142315
Salt Lake City UT 84114-2315





GARY R. HERBERT
Governor

GREGORY S. BELL
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

June 10, 2010

State of Utah, Office of State Treasurer
E315 State Capitol Complex
Post Office Box 142315
Salt Lake City, Utah 84114-2315

Subject: Authorization for Release of Cash Deposit Held by Utah State Treasurer, JP&R Excavation and Topsoil, Inc. Donna Gibson Mine, S0350028, Salt Lake County, Utah

Dear Sir or Madame:

The Utah State Treasurer is presently holding funds for the benefit of the State of Utah, Division of Oil, Gas and Mining as a form of reclamation surety for the following project:

Permit ID	Mine Name	BOND AMOUNT			OPERATOR Check payable to	Account Number
		Total Amount Held	Release Amount Requested	Amount to be Retained		
S/035/0028	Donna Gibson	\$5,000	\$3,000	\$2,000 for this project	John P. Stoddard	

Please note that the total amount to be release does not include interest accrued in this account. The total amount to be retained in the account is \$2000.00 for this project and \$11,000.00 for another project for a total of \$13,000.00 (plus interest).

Please make the check payable to the operator, JP & R Excavating and Topsoil, and remit the funds to the Division, attention: Minerals Regulatory Program—Bond Coordinator.

If you have any questions or require further discussion regarding this letter, please contact Penny Berry, bond coordinator, at 801-538-5291, or by e mail at bondcoordinator@utah.gov.

Sincerely,

Dana Dean, P.E.
Associate Director

DD:lah:pb

Cc: JP&R – Excavation and Topsoil – Jared Stoddard

P:\GROUPS\MINERALS\WP\M035-SaltLake\S0350028-DonnaGibson\final\CASHR-2881-06072010.doc



Tax ID #

~~244-111-1111~~

You recvd a

check &

MRPC

here's their

Tax #



DATE 10/24/07

088521

5/035/0028

PAY TO THE
ORDER OF ***ZIONS BANK***

EXACTLY **2,000 AND 00/100 DOLLARS

\$ 2,000.00

PURCHASER: ***JP&R EXCAVATING***
5103510028 DONNA GIBSON MINE**CASHIER'S CHECK**THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY
CASHIER'S CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN
THE EVENT IT IS LOST, MISPLACED OR STOLEN.

BANK OF AMERICAN FORK

AUTHORIZED SIGNATURE

088521



DATE 10/24/07

ZIONS BANK

EXACTLY **2,000 AND 00/100 DOLLARS

\$ 2,000.00

PURCHASER: ***JP&R EXCAVATING***
5103510028 DONNA GIBSON MINE

CUSTOMER - FILE COPY

CASHIER'S CHECK**RECEIVED**

OCT 24 2007

DIV. OF OIL, GAS & MINING

BANK OF AMERICAN FORK

AUTHORIZED SIGNATURE

NOT NEGOTIABLEORIGINAL CHECK
ROUTED TO ACCOUNTING



EDWARD T. ALTER, CPA
STATE TREASURER

State Of Utah

OFFICE OF THE STATE TREASURER
E315 STATE CAPITOL COMPLEX
PO BOX 142315
SALT LAKE CITY, UTAH 84114-2315

TEL: (801) 538-1042
FAX: (801) 538-1465
TDD: (801) 538-1042

RICHARD K. ELLIS
CHIEF DEPUTY STATE TREASURER

CHRISTINE M. BRANDT
STATE INVESTMENT OFFICER

November 8, 2007

Mr. Jed Pearson
Division of Oil, Gas & Mining
1594 W North Temple, Suite 1210
PO Box 145801
Salt Lake City, UT 84114

Dear Mr. Pearson:

I hereby certify that JP & R Excavating Inc. has deposited with the Utah State Treasurer additional cash or securities valued at \$2,000 and described as follows:

Interest bearing escrow account held at Zions First National Bank
totaling \$5,000.00 plus accrued interest.

The above described securities have been deposited and assigned to the Utah State Treasurer as a Reclamation Surety as required by Section 40-8-14 Utah Code Annotated, and will be held by the Utah State Treasurer until release is requested by the Division of Oil, Gas & Mining.

Sincerely,

Coleen Hackwell
Financial Analyst

5/039/028
JP & R Excavating
Donna Gibson Property



Bank of American Fork

DATE 10/24/07

0885

PAY TO THE
ORDER OF

ZIONS BANK

EXACTLY **2,000 AND 00/100 DOLLARS

\$ 2,000.00

PURCHASER:

JP&R EXCAVATING
5103510028 DONNA GIBSON MINE

CASHIER'S CHECK

THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY
CASHIER'S CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN
THE EVENT IT IS LOST, MISPLACED OR STOLEN.

BANK OF AMERICAN FORK

AUTHORIZED SIGNATURE



Bank of American Fork

DATE 10/24/07

0885

ZIONS BANK

EXACTLY **2,000 AND 00/100 DOLLARS

\$ 2,000.00

PURCHASER:

JP&R EXCAVATING
5103510028 DONNA GIBSON MINE

CUSTOMER - FILE COPY

CASHIER'S CHECK

RECEIVED

OCT 24 2007

DIV. OF OIL, GAS & MINING

BANK OF AMERICAN FORK

AUTHORIZED SIGNATURE

NOT NEGOTIABLE



5/035/028

Cash RECEIPT

Date 11/1/07

MINERALS BOND

\$2,000.00

Amount	
Permit Number	5/035/028
Operator	JP & R Excavating, Inc.
Received by	Kristina Pearson
Signature	I confirm the dollar amount of this check is correct <u>Kp</u>



Bank of American Fork

DATE 10/24/07

088521

PAY TO THE ORDER OF ***ZIONS BANK***

EXACTLY **2,000 AND 00/100 DOLLARS

\$ \$2,000.00

PURCHASER:

JP&R EXCAVATING
5103510028 DONNA GIBSON MINE

CASHIER'S CHECK

THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

BANK OF AMERICAN FORK

AUTHORIZED SIGNATURE

[Signature]



Security features included. Details on Bank



Bank of American Fork

DATE 10/24/07

088521

ZIONS BANK

EXACTLY **2,000 AND 00/100 DOLLARS

\$ \$2,000.00

CHASER:

JP&R EXCAVATING
5103510028 DONNA GIBSON MINE

CUSTOMER - FILE COPY

CASHIER'S CHECK

RECEIVED

OCT 24 2007

DIV. OF OIL, GAS & MINING

BANK OF AMERICAN FORK

AUTHORIZED SIGNATURE

NOT NEGOTIABLE



EDWARD T. ALTER, CPA
STATE TREASURER

STATE OF UTAH

OFFICE OF STATE TREASURER
E315 STATE CAPITOL COMPLEX
P. O. Box 142315

SALT LAKE CITY, UTAH 84114-2315

TEL: (801) 538-1042
FAX: (801) 538-1465
TDD: (801) 538-1042

ROBERT C. KIRK
CHIEF DEPUTY STATE TREASURER

CHRISTINE M. BRANDT
STATE INVESTMENT OFFICER

March 20, 2006

Ms. Beth Ericksen
Division of Oil, Gas & Mining
1594 W North Temple, Suite 1210
PO Box 145801
Salt Lake City, UT 84114

Dear Ms. Ericksen:

I hereby certify that JP&R Excavating and Topsoil, Inc. has deposited with the Utah State Treasurer cash or securities valued at \$3,000.00 and described as follows:

Interest bearing escrow account # _____ held at Zions First National Bank

The above described securities have been deposited and assigned to the Utah State Treasurer as a Reclamation Surety as required by Section 40-8-14 Utah Code Annotated, and will be held by the Utah State Treasurer until release is requested by the Division of Oil, Gas & Mining.

Sincerely,

Coleen Hackwell
Financial Analyst

☒ APPROVED

EXHIBIT B1
S10351028



Bank of American Fork

PAY TO THE
ORDER OF

***** STATE OF UTAH DOGM *****

EXACTLY **3,000 AND 00/100 DOLLARS

\$ 3,000.00

PURCHASER: JP&R EXCAVATING & TOPSOIL INC.

CASHIER'S CHECK

THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY
CASHIER'S CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN
THE EVENT IT IS LOST, MISPLACED OR STOLEN.

BANK OF AMERICAN FORK

AUTHORIZED SIGNATURE

[Signature]

058305



Bank of American Fork

DATE 2/24/06

***** STATE OF UTAH DOGM *****

EXACTLY **3,000 AND 00/100 DOLLARS

\$ 3,000.00

PURCHASER: JP&R EXCAVATING & TOPSOIL INC.

CUSTOMER - FILE COPY

CASHIER'S CHECK

BANK OF AMERICAN FORK

AUTHORIZED SIGNATURE

NOT NEGOTIABLE

Cash RECEIPT

Date 3/3/06

MINERALS BOND

Amount \$

3,000

3,000

Permit Number	S10351028
Operator	JP&R Excavating Inc
Received by	<i>[Signature]</i>
Signature	I confirm the dollar amount of this check is ^{the} correct <i>[Signature]</i> and amount.

RECEIVED

MAR 03 2006

DIV. OF OIL, GAS & MINING

☒ APPROVED